

PUBLIC NOTICE

Notice is hereby given that the County of Webb Sheriff's Office is now accepting Request for Proposals (RFP) for "Inmate Commissary Services" for the Webb County Jail Facility. Selected proposer will provide inmates with an opportunity to purchase a variety of commissary style goods. The revenue derived from the commissary services will be used in accordance with the *Local Government Code 351.0415 Commissary Operation by Sheriff or Private vendor*

Proposals must be submitted in TRIPLICATE in sealed envelopes to the Office of the Webb County Clerk. Sealed envelopes must be marked (Sealed Proposal) with the number and services on the front lower left-hand corner of envelope.

RFP-2010-11 "Inmate Commissary Services"

Proposals will be either hand delivered or mailed to the following locations:
Hand delivered or mailed to:

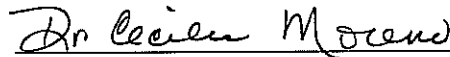
**Webb County Clerk
Webb County Justice Center
1110 Victoria St., Suite 201
Laredo, TX 78042-0029**

Proposals must be delivered no later than **10:00 a.m. January 3, 2011,** at which time all received bids will be opened and read to the public. Late bid will not be considered.

Proposals must be held by the County of Webb for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the proposals.

If any additional information is required please contact, Joe A. Lopez, Sheriff's Department, at 956-523-4500 or Leticia Gutierrez at Purchasing Department at 956-523-4127. Please visit our web-site for a copy of proposal notice and specification, under Purchasing Department www.webbcountytx.gov.

The County of Webb reserves the right to reject any and all proposals or to select the proposal that is the best interest of Webb County.


Dr. Cecilia M. Moreno
Purchasing Agent

Advertise on the following dates:
Sunday, December 17, 2010
Sunday, December 24, 2010
Purchase Order #

THIS FORM MUST BE INCLUDED WITH PROPOSAL; PLEASE CHECK OFF EACH ITEM THAT APPLIES AND SIGN

"SEALED PROPOSAL"

Proposal No. 2010-11-"Inmate Commissary Services"

- ☐ Public Notice
- ☐ Scope of Work
- ☐ Exhibit A
- ☐ Exhibit B
- ☐ Exhibit C
- ☐ Exhibit D
- ☐ Exhibit E
- ☐ Terms & Conditions for Proposals
- ☐ Conflicts Disclosure Statement
- ☐ Notice to all Bidders
- ☐ Proof on No Delinquent Taxes Owed to Webb County
- ☐ Liability Insurance

Signature of Person
Completing this form

Webb County Sheriff's Office
Request for Proposals
Inmate Commissary Services

Introduction: The Webb County Sheriff's Office is requesting for proposals (RFP) to solicit proposals from qualified proposers for Inmate Commissary Services for the Webb County Jail Facility. Selected proposer will provide inmates with an opportunity to purchase a variety of commissary style goods. The revenue derived from the commissary services will be used in accordance with the *Local Government Code 351.0415 Commissary Operation by Sheriff or Private vendor*

General: These specifications are written to describe the Webb County Jail Commissary Service. The primary goal of Commissary Operations is to provide high quality products and service to those incarcerated at the Webb County Jail. The Commissary proceeds may be used to support the social needs and programs of county prisoners. The Webb County Jail has the capacity of approximately 570 inmates, and operates at an average of approximately 500 inmates daily. This bid proposal is pursuant to; Subchapter C., Operation of County Jails, Section 351.041, 351.0415, Texas Local Government Code,

Section One: Scope of Work / Responsibility of Vendor:

- A) **Service Time:** The Commissary provider must provide services to the Webb County Jail inmates on Mondays, Wednesdays, and Fridays of each week.
- B) **Staff Time:** Staff shall be provided seven days per week, if needed, and as requested by the Webb County Sheriff. The Commissary operator shall adjust the commissary schedules as directed by the Webb County Sheriff, or his designee.
- C) **Delivery of Items:** Individual inmate commissary orders shall be delivered in clear, perforated, plastic bags with tamper—proof seals, or bags that are approved by the Webb County Jail. Within each bag, two copies of the order receipt shall be provided. The receipts shall contain the following information.
 - a. Inmate's name
 - b. Inmate's location
 - c. Items and quantity ordered
 - d. Total order
 - e. Beginning balance
 - f. Ending balance
 - g. Two signature lines
- D) **Items to be sold:** The Commissary provider and the Webb County Sheriff shall meet and mutually agree upon items to be carried. After the initial agreement; no items are to be added or removed without permission of the Webb County Sheriff. It will be the Contractor's responsibility to keep the Webb County Sheriff up to date on new product availability.

- E) The Contractor shall make categories of products available for purchases to include but not limited to:
- a. Hygiene products
 - b. Stationary materials
 - c. Snacks
 - d. Food
 - e. Games
 - f. Personal care items and
 - g. Certain clothing items
 - h. Prepaid phone cards

Items offered through the commissary must meet the following guidelines:

- a) Food items must be wrapped and/or packaged singularly, for individual consumption.
 - b) Food items must be individually dated.
 - c) All containers must be made of non-breakable materials.
 - d) All consumable products shall be alcohol-free—i.e. mouthwash, etc.
- F) **Supply:** Maintain sufficient inventories to limit shortages and/or backorders. The Contractor's qualifications to meet this requirement will be evaluated based upon the ability of the Contractor to handle the demands of commissary products ordered by the inmates.
- G) **Computer:** Provide a computer and necessary hardware for same, if needed, from the Contractor.
- H) **Purchasing Inventory:** The new contractor may be required to purchase any existing inventory at the Webb County Jail at current cost.
- I) **Profit Increase:** The Contractor shall continue to look at new avenues of increasing profits. All new items shall be discussed with the Webb County Sheriff and/or his designated representative for approval.
- J) **Damaged / Returned Goods:** The Contractor shall establish a method for handling damaged or shortages by refund or replacement. In addition, the Contractor shall establish a method of handling "restocking or return orders" (at no cost to the County) when the inmate is released prior to receiving their order.
- K) **Shelving:** Providing necessary shelving.
- L) **Invoices / Payment Methods:** The Contractor shall submit weekly invoices with the Inmate Trust Fund Report. The Contractor shall pay commissions to the Webb County Jail. The commission shall be paid at a fixed percentage rate of the gross sales for the first three years of the contract term, excluding sales tax and stamps (See exhibit A). The commission fixed rate of return on gross sales paid to the Webb County Jail for renewal option terms are subject to change to a higher rate of return upon agreement by both parties. All commissions and payments, including the payment for the purchase of the commissary items owned by the Webb County Jail at the time of the contract, shall be paid to the: Webb County Inmate Commissary Account. The Contractor shall pay all sales tax with regard to the transactions of the commissary.

- M) **Complaints:** All inmate complaints regarding quality and/or delivery of commissary items shall be review and answered. The Contractor shall meet with the Webb County Sheriff or his designee, to review and appropriately respond and correct any problem. The Sheriff or his designee shall determine the mechanism utilized for the specific complaint.
- N) **Insurance:** The successful bidder agrees to maintain all necessary insurance in connection with the contractor employees, its corporation, and this service. The amount of General Liability, workman's compensation will be mutually agreed upon by both parties as of the date the contract is awarded.
- O) **Contract Term:** The term of this contract will be for three (3) years with two (2) one (1) year options to renew. Options to renew must be negotiated sixty days prior to expiration of original contract term. The contract will commence on date of award of contract.
- P) **Termination:** The Webb County Sheriff may terminate this contract at any time with a thirty (30) day written notice to Commissary Contractor.
- Q) **Award of Contract:** The award of the commissary contract will be in the best interest of the Webb County Sheriff's Office taking into consideration the following factors:
- Fixed rate of return combined with a sales growth incentive. (10%) (Exhibit A)
 - The menu items offered by the provider and the price of those items. (List rated in a scale of 1 to 5) (15%) (Exhibit B)
 - Safety and security procedures to be performed by the provider. (25%) (Exhibit C)
 - Security Background checks performed by the Webb County Sheriff's Office on all Commissary staff and/or employees of Contractor. (Score of 100, 50, or 0) (30%) (Exhibit D)
 - The performance record of the provider, including service availability, reliability, and efficiency. (Rating will come from check on references and information provided by vendor) (10%)

R) **Vendor Information:**

Business Name: _____

Address: _____

City: _____

Name of Principal: _____

Telephone: _____

Cellular: _____

E-mail: _____

Person Authorized to sign Bid: _____

Exhibit A

(Must be provided)

10%
Fixed Rate of Return

Bid Sheet

Webb County Sheriff's Office – Inmate Commissary Services

Proposed Commission Amount:

1. Contractor shall pay to the Webb County Sheriff's Office / Inmate Commissary Fund a fixed percentage rate of _____% of gross sales for the first three (3) years of this contract. Percentage of gross sales paid by Contractor during the renewal options will be negotiated sixty (60) days prior to expiration of original contract term.

The Webb County Sheriff's Office currently receives ten percent (10%) commission, which Proposers may use as a reference point.

I _____ accept the challenge for sales growth of 15%. Terms to be negotiated with selected vendor.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit B

(Must be provided)

15%

List of items offered

Provide list of items to be offered at the commissary and the price to be paid by inmates for each.

Exhibit C

(Must be provided)

25%

Safety and Security Measures

Please elaborate on the safety and security measures you will provide. Evaluation team may ask for additional details.

Exhibit D

(Must be provided)

30%

Security Background checks

Submit named of commissary staff assigned to provide this service if selected.
(Security Background checks will be performed)

Exhibit E

(Must be provided)

10%
References

Provide three references

Business Name: _____

Address: _____

City & State: _____

Telephone Number: _____

Email: _____

Principal Name: _____

Provide three references

Business Name: _____

Address: _____

City & State: _____

Telephone Number: _____

Email: _____

Principal Name: _____

Business Name: _____

Address: _____

City & State: _____

Telephone Number: _____

Email: _____

Principal Name: _____

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250.** List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176.003(a-1), from the person named in item 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

Adopted 05/29/2007

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED DOCUMENT AND PROOF OF NO DELINQUENT OR OWED TAXES TO WEBB COUNTY.**

COUNTY OF WEBB

Terms and Conditions of Invitations for Proposals

1. GENERAL CONDITIONS:

Proposers are required to submit their proposals upon the following expressed conditions:

- (A) Proposers shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.
- (B) Proposers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

2. PREPARATION OF PROPOSALS:

Proposals will be prepared in accordance with the following:

- (A) All information required by the proposal form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (C) Alternate bids will not be considered unless authorized by the Invitation for Bids.
- (D) Proposed delivery time must be shown and shall include Sundays and holidays.
- (E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF PROPOSALS:

- (A) Proposals and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the proposal opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Proposals must be submitted in the forms furnished. Telegraphic bids will not be considered. Proposals, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the proposal opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the proposer expense.

5. REJECTION OF PROPOSALS:

- (A) The Purchasing Agent may reject a proposal if it is not satisfactory to Commissioners' Court because:
 - (1) The proposer misstates or conceals any material fact in the bid or if,
 - (2) The proposal does not strictly conform to the law or the requirements of the proposal, or if,
 - (3) The proposal is conditional, except that the proposer may qualify his proposal for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis proposal must include all items upon which bids are invited.
- (B) No proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.

- (C) No proposal submitted herein shall be considered unless the proposer warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the proposal has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF PROPOSALS:

Proposals not are withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE PROPOSALS OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATIN OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of proposals. The County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

- (A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

- (B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Proposals, is most advantageous to the County price and other factors considered.
- (B) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualified his proposal by specific limitations. Re Par. 5(a) 3 above.
- (C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Proposals.
- (E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie proposals.

11. PERFORMANCE DEPOSIT:

- (A) The successful proposer(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Proposals. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.
- (B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.

- (D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under the paragraph and such insurance has been approved by owner.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:
 1. Contractor's Public Liability Insurance: \$1,000,000.00
 2. Contractor's Property Damage Insurance: \$1,000,000.00
 3. Vehicle Liability Insurance: \$1,000,000.00
- c. Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificated will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Dr. Cecilia May Moreno
Webb County Purchasing Agent